

**BOARD OF SUPERVISORS MEETING**  
**MONDAY, April 19, 2021**  
**6:00 P.M.**

The Appomattox County Board of Supervisors held a scheduled meeting on Monday, April 19, 2021 at 6:00 p.m. in the Board of Supervisors meeting room located at 171 Price Lane, Appomattox, Virginia.

**Appomattox County Board of Supervisors**

**Present:**

Samuel E. Carter	Courthouse District
William H. Hogan	Appomattox River District
Watkins M. Abbitt	Piney Mountain District
John F. Hinkle	Falling River District
Trevor L. Hipps	Wreck Island District

**Also, Present:**

Susan M. Adams, County Administrator  
Tom Lacheney, County Attorney  
Johnnie Roark, Community Development Director  
Wanda McCormick, Administrative Assistant/Accounts Payable Clerk  
Ace Bailey, IT Manager  
John Spencer, Purchasing Agent

**CALL TO ORDER** – Chairman Carter called the meeting to order at 6:00 p.m.

**Pledge of Allegiance**

**Invocation** – Mr. Hogan

**SETTING OF AGENDA**

Mr. Abbitt requested a moment to speak before the Citizen Public Comment Period. Motion made by Mr. Hinkle, seconded by Mr. Hogan and carried with all other members present and voting yes to approve the Agenda, as amended.

**WORK SESSION – Resolution in Honor of Dr. Paul D. Harvey**

**WHEREAS**, Dr. Paul D. Harvey suddenly and unexpectedly passed away on October 19, 2020; and

**WHEREAS**, Dr. Paul D. Harvey was raised in Appomattox, attended Appomattox County High School, graduated from Hampden-Sydney College in 1975; and then from the Medical College of Virginia with a Doctor of Dental Surgery in 1979; and

**WHEREAS**, Dr. Paul D. Harvey opened a dental office in Midlothian, Virginia before moving the practice to Appomattox in 2000, fulfilling a lifelong dream of practicing in his hometown; and

**WHEREAS**, Dr. Paul D. Harvey was a strong community advocate for citizenship, service, and cooperation, especially between Appomattox County and the Town of Appomattox; and

**WHEREAS**, Dr. Paul D. Harvey became heavily involved in Appomattox community activities and issues, including being appointed to the Economic Development Authority of Appomattox County in January 2008, and was a strong supporter of Appomattox County's efforts to build a waterline to Campbell County to ensure the future sustainability of the Town's water supply while also opening avenues for future economic growth; and

**WHEREAS**, Dr. Paul D. Harvey, in order to craft an environment more conducive to community cooperation, ran for and was elected Mayor of the Town of Appomattox in May, 2008, a position he embraced with love, dignity and respect for twelve years; and

**WHEREAS**, Dr. Paul D. Harvey, as Mayor of Appomattox, was instrumental in several major accomplishments, including improvement of the Town's fiscal condition through reduced spending; completion of a comprehensive rezoning of the Town; completion of a corridor study that identified future recreational trails; creation of the Town Planning Commission and Town Economic Development Authority; development of the Kiddie Park; creation of the ROSE spot garden program to increase the visual appeal of the Town; and the receipt of funding to clean up blight and improve quality of life for Town residents; and

**WHEREAS**, Dr. Paul D. Harvey was an early and sustained advocate for the development of Courtland Festival Park, a project that became his passion since it blended his love of music with his desire to upgrade community facilities to offer the best possible experience to residents and visitors alike; and

**WHEREAS**, Dr. Paul D. Harvey was also a respected leader in Central Virginia regional affairs, serving as chairman of the Central Virginia Planning District Commission in FY2016 as well as becoming heavily invested in regional workforce development efforts.

**NOW THEREFORE BE IT RESOLVED THAT** the Appomattox County Board of Supervisors does hereby officially recognize and mourn the passing of Dr. Paul D. Harvey for his lifetime of outstanding public service to the Appomattox Community, and also for being a kind, caring man who made serving others a priority in his life.

**ADOPTED** by the Board of Supervisors of Appomattox County on this 19<sup>th</sup> day of April, 2021.

Motion made by Mr. Hogan, seconded by Mr. Hipps and carried with all other members present and voting yes to adopt the Resolution honoring Dr. Paul D. Harvey.

The Board of Supervisors presented the Resolution to Dr. Paul Harvey's family members. Also, Delegate Matt Farris was present and presented the family with a Resolution from the House of Delegates.

Mr. Watkins Abbitt, Piney Mountain District Supervisor announced that he will not be running for re-election.

## APPEARANCES

Mr. Chip Dicks, Gentry Locke Law Firm on behalf of Energix Group appeared before the Board and provided a slide presentation on solar energy legislation and the future Spout Spring project.

Mr. Mark Thomas, Community Relations, Mr. Ron White, Vice President of Member & Public Relations, and Mr. Brad Furr, Vice President of Operations of Southside Electric Cooperative appeared before the Board and provided an update on the recent winter storm “Shirley” and their restoration efforts.

Mr. Gary Wood, President & CEO of Central Virginia Electric Cooperative appeared before the Board and provided an update on the Firefly broadband project in Appomattox and requested the Board’s consideration to support the Regional Broadband Partnership and enter into a Memorandum of Understanding outlined below with Central Virginia Electric Cooperative.

### **PHASE ONE MEMORANDUM OF UNDERSTANDING**

This Phase One Memorandum of Understanding (this “Memorandum”) is made effective as of March 1, 2021 (the “Effective Date”), by and between Virginia Electric and Power Company d/b/a Dominion Energy Virginia, a Virginia public service corporation (“Dominion”), Central Virginia Services, Inc. d/b/a Firefly Fiber Broadband, a Virginia stock corporation (“Firefly”), Rappahannock Electric Cooperative, a Virginia electric cooperative corporation (“REC”), and each of the participating counties who subsequently join this Memorandum in the manner set forth herein (“Participating Counties”). Dominion, Firefly, and REC are, collectively, the “Organizing Parties”, and Dominion, Firefly, REC, and each Participating County are each a “Party” and collectively may be referred to as the “Parties”.

#### RECITALS

- A. Pursuant to the Virginia Code § 56-585.1:9, effective July 1, 2019 (the “Pilot Statute”) the Commonwealth of Virginia is seeking to expand broadband services into unserved areas of the Commonwealth. The Pilot Statute further permits electric utilities to pursue pilot programs with broadband providers and local counties and municipalities to facilitate such expansion.
- B. Dominion and Firefly have explored the feasibility of Dominion deploying middle mile service to facilitate Firefly in extending last-mile service to unserved populations throughout the communities Virginia and have identified several counties as viable candidates based on the legislative requirements for such a pilot program.
- C. REC desires to collaborate with Dominion and Firefly to leverage the proposed middle-mile and last-mile deployments by Dominion and Firefly, respectively, to improve the security, reliability and efficiency of REC’s electric system and to extend broadband availability to as many of REC’s unserved members as reasonably possible.
- D. The Organizing Parties believe their partnership as set forth herein (the “Initiative”) can dramatically expand broadband access to presently unserved areas throughout Virginia, and are inviting counties that could benefit from the Initiative to join this Memorandum and become Participating Counties.
- E. The Parties will pursue a relationship whereby: (i) pursuant to the Pilot Statute, Dominion would construct a fiber route that maximizes the number of unserved areas to be served by Firefly within each Participating County, (ii) Dominion will

leverage the additional fiber installed along the route to connect devices that may not have had fiber connectivity under the original plan pursuant to the Grid Transformation and Security Act, (iii) REC will leverage the Initiative to improve the security, reliability and efficiency of REC's electric system and to facilitate the extension of broadband availability to as many of REC's unserved members as possible, (iv) Firefly will collaborate with and invest in each Participating County and use the additional Dominion fiber capacity and network elements contributed by REC to serve broadband end users in unserved locations in each Participating County, and (v) each Participating County will share relevant information with the Organizing Parties and collaborate with the Organizing Parties to advance the Initiative. The efforts of the Parties herein in each such Participating County shall be referred to as a "Project", and collectively the "Projects").

F. It is the intention of the Parties that the Initiative will result in the deployment of a fiber-to-the-premises last-mile broadband network to offer service to all locations within each Participating County that are unserved as of the date hereof. The Parties acknowledge and agree that the specific details and characteristics of each Project will be analyzed and refined as the Initiative proceeds.

G. The Organizing Parties have divided the Initiative into three phases.

NOW, THEREFORE, the Parties hereby agree as follows:

**1. PROCEDURE TO BECOME A PARTICIPATING COUNTY**

Any county that is invited to join the Initiative by the Organizing Parties shall have until April 1, 2021 to return a counterpart signature page to this Memorandum to the Organizing Parties; provided the Organizing Parties may extend this deadline for good cause if such extension will not materially delay the Initiative. Upon acceptance of the counterpart signature page by the Organizing Parties, such county shall become a Participating County.

**2. INFORMATION SHARING AND COORDINATION**

- a) Each Participating County and each Organizing Party agrees to share with the Organizing Parties such information as it has in its possession related to broadband deployment and availability that may be useful to the Organizing Parties in conducting their analysis or otherwise facilitate the Initiative.
- b) Firefly will serve as the central conduit for all information sharing activities and will be responsible for overall coordination of the Initiative.
- c) The Parties will coordinate any communication releases to the public, and all announcements are subject to the prior written consent of Dominion and prior written or verbal consent of all parties.
- d) Notwithstanding anything to the contrary hereunder, in no event does this sharing of information agreement require any Party to disclose confidential or proprietary information not otherwise authorized for release to any Party or Parties.

**3. PHASE ONE TIMEFRAME AND ACTIVITIES**

- a) The Parties anticipate that Phase I of the Initiative will continue until approximately June 30, 2021.
- b) During Phase I:
  - a. The Organizing Parties will conduct community and stakeholder engagement activities in each Participating County.
  - b. The Organizing Parties will collaborate to develop preliminary plans and design criteria that: (i) are consistent with the Pilot Statute, (ii) support REC's desire to leverage the Initiative to improve the security, reliability and efficiency of REC's electric system, and (iii) facilitate the extension of broadband availability to as many presently unserved locations as reasonably possible.
  - c. Firefly will perform a last-mile feasibility study ("Initial Feasibility Study") for the Project within each Participating County.
  - d. Firefly will prepare a preliminary financial analysis for the Project within each Participating County.
  - e. The Participating Counties, and each Organizing Party, as applicable, will agree to support an application for one or more grant programs ("Phase I Grants") to partially offset the cost of the Initial Feasibility Study and financial analysis. Firefly will coordinate and oversee the development and submission of applications for Phase I

Grants. The Parties anticipate that the Phase I Grants will not require any local matching funding.

c) At the Conclusion of Phase I:

- a. Firefly, in coordination with the other Organizing Parties, will present the results of the Initial Feasibility Study and financial analysis to each Participating County.
- b. Firefly will identify the cost of Proceeding to Phase II for each Participating County and identify grants and other sources of potential funding to reduce or eliminate each Participating County's out-of-pocket costs to proceed.
- c. Each Participating County will decide whether or not to continue to Phase II. Counties that elect to withdraw from the Initiative at the conclusion of Phase I will have no further obligations under this Memorandum.

4. **PHASE TWO TIMEFRAME AND ACTIVITIES**

a) The Parties anticipate that Phase II of the Initiative will commence upon the conclusion of Phase I and continue until approximately December 31, 2021.

b) During Phase II:

- i. Dominion will prepare a petition (the "Petition") under the Pilot Statute to the Virginia State Corporation Commission (the "Commission") seeking approval of the Projects that are then included in the Initiative. Firefly will serve as the nongovernmental internet service provider pursuant to the Pilot Statute. Firefly and each of the other Parties will provide such information and assistance to Dominion as it may reasonably request to advance the Initiative and will commit to continuing to be involved in the Petition until and after approval of the Petition is received. The Parties agree that implementation of each Project shall be contingent upon Commission approval of such Project on terms and conditions approved by Dominion that are not materially adverse to Dominion.
- ii. Firefly will complete preliminary last-mile designs for each Project based upon the Dominion middle-mile infrastructure and such network elements as REC elects to contribute to the Initiative. Such last-mile designs will be tailored to maximize each Project's eligibility for all available state and federal grant, loan, loan guarantee, and other support mechanisms (collectively, "Public Support Mechanisms").
- iii. Firefly will prepare detailed financial plans for each Project. Each financial plan will address initial capital investment needs, ongoing operational expenses and provide more than one indicative approach for funding each Project through a combination of private capital, Public Support Mechanisms and contributions from Participating Counties.
- iv. The Participating Counties, and each Organizing Party, as applicable, will agree to support an application for one or more grant programs ("Phase II Grants") to partially offset the cost of the activities to be conducted during Phase II. Firefly will coordinate and oversee the development and submission of applications for Phase II Grants.
- v. Firefly will coordinate and oversee the development and submission of applications for all available Public Support Mechanisms to fund each Project within the Initiative.

c) At the Conclusion of Phase II:

- i. Firefly will present the anticipated outcome of its last-mile designs to each Participating County.
- ii. Each Participating County will decide whether or not to continue to Phase III. Counties that elect to proceed to Phase III will enter into negotiations with Firefly for one or more binding mutual definitive agreements ("Definitive Agreements"), setting forth their respective commitments and obligations and such particulars as the parties thereto may deem appropriate. Counties that elect to withdraw from the Initiative at the conclusion of Phase II will have no further obligations under this Memorandum.

5. **EXPENSES**

The Parties understand that various costs will be incurred in relation to activities contemplated herein. The Parties understand that regardless of which Party incurs such costs, none of the Parties herein shall be responsible for reimbursement of expenses to any of the others, unless such reimbursement is to be funded by a Phase I Grant or Phase II Grant, or otherwise agreed to in the Definitive Agreements.

6. **GOOD FAITH COMMITMENT TO INITIATIVE**

- a) Each Participating County agrees that, for so long as it is a Party to this Memorandum, it shall not participate in any activity or course of conduct that is

inconsistent with or competitive to the Initiative, and that it will devote its broadband-related attention and resources to the Initiative.

- b) The Parties understand and agree that, except as provided in the next sentence, this Memorandum (i) constitutes only a statement of intentions, (ii) does not reflect all matters upon which Definitive Agreements must be reached in order for the transactions contemplated hereby to be consummated, (iii) binding obligations with respect to a Project will only result from the execution of one or more Definitive Agreements and subject to the terms and conditions stated therein, and (iv) does not obligate the Parties to enter into any Definitive Agreement relating to any Project. This Memorandum is not intended to be binding, other than Paragraphs 4(b)(i), 5 and 6.

**7. TERMINATION**

Any Party may terminate its participation in this Memorandum at any time, with or without cause, upon written notice to the other Parties with at least ten (10) days prior notice. In addition, this Memorandum shall terminate and be of no further force and effect if the Commission rejects the petition.

**8. LIMITATION OF LIABILITY**

No Party shall be liable to the others in contract, tort, or otherwise, for any claims, liabilities or losses arising out of this Memorandum or alleged to result from the failure of the other Party to enter into any Definitive Agreements. The Parties hereby waive, in advance, any claims (whether such claims are based on breach of contract, tort, equity or any other theory) for the failure for any reason to enter into the Definitive Agreements. In no event shall any Party be liable to the other for any incidental, indirect, special, punitive or consequential damages (including without limitation damages for lost profits).

**9. GENERAL**

a. **Governing Law.**

This Memorandum shall be governed in all respects by the laws of the Commonwealth of Virginia.

b. **Amendments.**

No modification, amendment or waiver of any of the provisions of this Memorandum will be binding without the written consent of the Parties hereto.

c. **Binding Effect; Assignment.**

This Memorandum will inure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns to the extent provided in Section 6, but in no respect shall give rise to any third party beneficiary rights or claims. No Party may assign any of its rights, interests, or obligations hereunder without the prior written consent of the other Parties, except that any of the Organizing Parties may assign this Memorandum to an affiliated entity upon written notice to the other Parties.

d. **Counterparts.**

This Memorandum may be executed in counterparts, all of which for all purposes shall be deemed to be an original and all of which shall, taken together, constitute one and the same instrument.

e. **Relationship of Parties.**

Nothing in this Memorandum shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind.

f. **Notices.**

All notices, requests and other communications hereunder shall be in writing and delivered by hand, by nationally-recognized delivery service that guarantees overnight delivery, or by first-class registered or certified mail, return receipt

requested, postage prepaid, addressed as follows:

If to Dominion:  
Dominion Energy Virginia  
600 Canal Street  
Richmond, Virginia 23219  
Attention: Director, Electric Distribution Grid Solutions

with a copy to:  
Dominion Energy Services, Inc.  
120 Tredegar Street  
Richmond, Virginia 23219  
Attention: Deputy General Counsel – State Regulatory  
Fax: (804) 819-2677

If to Firefly:  
[Firefly for notice by US Mail:  
Firefly Fiber Broadband  
Attention: President and CEO  
P O Box 359  
Lovingston, VA 22949

For Firefly for notice by overnight delivery:  
Firefly Fiber Broadband  
Attn: President and CEO  
800 Cooperative Way  
Arrington, VA 22922

If to REC:  
Rappahannock Electric Cooperative  
P.O. Box 7388  
Fredericksburg, Virginia 22404-7388  
Attention: Director of Broadband and Fiber Services

If to a Participating County, to the address set forth on such Participating County's counterpart signature page to this Memorandum.

Any Party may change its address at any time upon notice to the other Parties.

Motion made by Mr. Hogan, seconded by Mr. Hipps and carried with all other members present and voting yes to enter into the Memorandum of Understanding with Central Virginia Electric Cooperative.

### **PUBLIC HEARING (7:00 p.m.)**

#### **“Proposed” FY 2021/2022 Budget**

At 7:00 p.m. after due notice was given, Chairman Carter called the Public Hearing to order. After receiving no public comments, the Public Hearing was closed at 7:01 p.m.

### **ACTION ITEMS**

#### **FY 2021 Budget Appropriations for 4<sup>th</sup> Quarter**

Motion made by Mr. Abbitt, seconded by Mr. Hinkle to appropriate \$10,483,220.00 (4<sup>th</sup> Quarter) to the FY 2021 County budget. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

## **Purchasing Manual – Section 5 Surplus Property “Proposed” Revisions**

### **Disposal of Surplus Property**

***When materials, supplies, equipment and other such assets of the County have become obsolete or unusable, the property is to be approved as surplus by the Board of Supervisors and turned over to the Purchasing Agent for proper disposal.***

The procedure is as follows: As departments, agencies and offices of the County identify obsolete or unusable property, the Purchasing Agent is to be notified in writing that the property is ready to be surplus. Periodically, the Purchasing Agent will assemble and present to the Board of Supervisors a list of obsolete or unusable property, and upon a motion and affirmative vote of the Board, the Board will declare the listed property as surplus.

Said surplus property will then be turned over to the Purchasing Agent who is responsible for selling, transferring, trading, or otherwise disposing of all surplus assets of the County.

### **Sale of Surplus Property**

The Purchasing Agent will determine the best method for the sale and/or disposal of surplus property. Before the surplus property is offered for sale, the Purchasing Agent may transfer the property to other County agencies or use the property as a trade-in on new equipment. If either of these methods of disposal is used and the surplus property has a value of \$5,000 and above, the Purchasing Agent will notify the Finance Department on the status of the property for the purposes of updating the County's Fixed Asset Catalog.

All sales of property pursuant to this section shall be accomplished by the means of (1) competitive bids (2) public auction; or (3) firm price offered to all persons wishing to participate in the sale. The Purchasing Agent shall use whichever method believed to provide the greatest revenue for the County.

Board of Supervisors members and County employees are not eligible to bid on Appomattox County surplus property unless the property is being sold through GovDeals.com.

### **GovDeals.com Public Auction Website**

The County's preferred method of selling surplus property is GovDeals.com, a public auction website specifically for the disposal of surplus government property.

All online auctions must be staged for no less than two (2) weeks before the auction is concluded. If a reserve is set, but not met, or if no bids were received, then the Purchasing Agent may hold subsequent two (2) week auctions as necessary, while modifying the reserve as deemed appropriate. ***If no bids are received after a second online auction, the Purchasing Agent may, at his or her discretion, reauction the item; offer the item free-of-charge to other localities, regional entities, and non-profits; or dispose of the item in the appropriate trash or recycle bin at the Waste Management Department facility located at 146 Recycle Lane, Appomattox, Virginia.***

***Since GovDeals.com is an auction site open to any member of the public, Board members, employees and others associated with Appomattox County are welcome to bid on surplus property being auctioned by Appomattox County on GovDeals.com.***

Motion made by Mr. Hinkle, seconded by Mr. Abbitt and carried with all other members present and voting yes to approve and adopt the revisions made to the County Purchasing Manual.

## **Property Requested for Surplus**

### **Sheriff's Office**

2006 Infinity G35 VIN \*6064

2011 Kia SUV VIN \*3261

Commercial Gas Stove from former Jail

Walk-in Freezer from former Jail

Metal bunk frames from former Jail



**Registrar's Office**

- (2) Tall black swivel office chairs w/ arms
- (2) Short black swivel office chairs w/o arms
- (1) Green short swivel office chair w/ arms
- (2) Brown rigid chairs – vinyl back and seat

**County Administration**

- IBM 6400-i15 Series cabinet model forms printer
- Tally T2380 forms printer
- IBM PPS II 2380 forms printer
- Brother EM-430 Typewriter

Motion made by Mr. Hogan, seconded by Mr. Hipps and carried with all other members present and voting yes to declare the above property as surplus and approve the sale of said items on GovDeals.

**Community Development Refund Request**

Motion made by Mr. Hogan, seconded by Mr. Hinkle to approve the refund of \$1,064.10 to Mr. Phillip Pettet for building permit #210027. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

**Schedule Public Hearing-RZ210144-Viper Investments, LLC**

Motion made by Mr. Hipps, seconded by Mr. Hinkle and carried with all other members present and voting yes to authorize staff to advertise and schedule a public hearing for Monday, May 17, 2021 at 7:00 p.m. to receive comments on a proposed rezoning by Viper Investments, LLC.

**Schedule Public Hearing – Amendment to Comprehensive Plan, Growth Management Section**

Mr. Hogan and Mr. Abbitt requested staff to obtain a report from the Planning Commission as to why there were 3 dissenting votes. Chairman Carter tabled this to the May, 2021 Board of Supervisors meeting.

**School Renovation Proposal**

Motion made by Mr. Abbitt, seconded by Mr. Hinkle to authorize the School Board to enter into negotiations with Jamerson-Lewis Construction and Southern Air through the PPEA Proposal process for the Appomattox County High School renovation project as presented to both Boards on Monday, April 12, 2021. The contractual amount is not to exceed \$13,000,000 and is subject to future appropriations by the Board of Supervisors. The proposed contractual agreement should not financially obligate the Board of Supervisors in an amount, which exceeds \$10,000,000. Additionally, the contractual agreement should include language that does not restrict the HVAC system to “proprietary” controls. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **FY 2020 Audit Request – School CIP**

Motion made by Mr. Hogan, seconded by Mr. Hinkle to re-appropriate the FY 2020 school operational budget fund savings per the FY 2020 audit to the School Capital Improvement fund in the amount of \$425,980. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

### **School Appropriation Request**

Motion made by Mr. Hogan to appropriate \$397,595 in local funds to the current FY 2021 school operating budget. Due to lack of second, motion failed. No action was taken.

### **Town/County Joint Meeting**

Staff to obtain possible meeting dates and suggested items for the agenda.

### **Carver-Price Legacy Museum Lease**

Chairman Carter appointed Mr. Hinkle, Mr. Abbitt, Mrs. Adams and Delegate Matt Farris to a Committee to study the next steps in the Carver-Price Legacy Museum project (lease or gift property and determine how state funds will be used).

Motion made by Mr. Abbitt, seconded by Mr. Hipps and carried with all other members present and voting yes to allow the Department of Historic Resources per the Carver-Price Legacy Museum's request to perform the necessary assessment for nomination to the National Registry of Historical Places.

### **COMMITTEE APPOINTMENTS**

#### **Board of Zoning Appeals Appointment**

Chairman Carter tabled the recommendation to the Judge for an appointment to the Board of Zoning Appeals to the May, 2021 Board of Supervisors meeting.

#### **Library Board Appointment**

Chairman Carter tabled the appointment of an individual to fill the unexpired Library Board term of Pamela Judy to the May, 2021 Board of Supervisors meeting.

### **CONSENT AGENDA**

#### **Invoices Submitted for Payment**

Please review the attached invoices and approve for payment:

April 5, 2021	\$39,263.35
April 16, 2021 - CSA	\$198,018.52
April 19, 2021	\$245,180.71
<b>TOTAL:</b>	<b>\$482,462.58</b>

STAFF RECOMMENDATION: Please review and consider approval of the attached invoices for payment.

## **Minutes**

Please review the following DRAFT minutes for approval:  
March 15, 2021 Regular Board of Supervisors Meeting  
March 23, 2021 Board of Supervisors Budget Work Session  
March 29, 2021 Board of Supervisors Budget Work Session

## **Courthouse Security Fund**

Please transfer by consent **\$4,869.99** from the Courthouse Security Fund and appropriate to **3102-1006** Courthouse Security Position.

STAFF RECOMMENDATION: Transfer by consent \$4,869.99 from the Courthouse Security Fund and appropriate to 3102-1006 Courthouse Security Position. No new local funds.

## **CARES Business Stimulus Reimbursement**

Please transfer by consent **\$1,518.97** from line item **1101-5815** CARES Business Stimulus and appropriate to line item **1201-5401** Office Supplies.

STAFF RECOMMENDATION: Transfer by consent \$1,518.97 from 1101-5815 and appropriate to 1201-5401. Note: The Business Stimulus line item had a balance of \$1,518.97 for office supplies that were purchased for the Business Gift Card Program and charged to the County Admin Department.

## **Circuit Court - Law Library Fund**

Please transfer by consent from the Law Library Fund to the General Fund and supplement to the following:

2101-5804 Law Library **\$6,270.35**

RE: Purchase of law books by the Circuit Court Clerk for the Law Library.

STAFF RECOMMENDATION: No new local funds are required.

## **Wireless Grant Fund Transfer**

Please transfer by consent **\$23,290.40** from the Wireless Grant Fund and supplement to **3606-7003** Communication Equipment. Mr. Wingfield requested FY22 funding for ESI Interface implementation and services to support Next Generation 911. The Board suggested that the annual Wireless Grant Funds be utilized for this expenditure.

RE: Applied Digital Solutions, Inc., \$23,290.40

## **County Administration**

Please supplement by consent and appropriate the following:

1201-5401 Office Supplies **\$2,500.92**

RE: Reimbursement from Staples for overpayment of office supplies.

STAFF RECOMMENDATION: No new local funds are required.

## **Registrar Postage Reimbursement**

Please supplement by consent and appropriate the following:

1302-5201 Postage **\$564.30**

RE: Reimbursement from the State for absentee voting postage.

STAFF RECOMMENDATION: No new local funds are required.

**Sheriff's Department**

Please supplement by consent and appropriate the following:

3102-1002	Overtime	\$490.44
3102-5401	Office Supplies	\$480.86
3102-5408	Vehicle Equip/Gas Supplies	\$1,260.75

**TOTAL: \$2,232.05**

RE: Reimbursement from School Board for security performed at High School basketball games (\$490.44); Reimbursement from County of Bedford for Internet Crimes Against Children equipment purchased (\$480.86); Reimbursement from VACORP for repairs to a 2020 Dodge Durango (\$1,260.75).

STAFF RECOMMENDATION: No new local funds are required.

**J. Robert Jamerson Memorial Library**

Please supplement by consent and appropriate the following:

7301-5411	Books	\$359.84
7301-5401	Office Supplies	\$466.25
7301-5201	Postage	\$20.00

**TOTAL: \$846.09**

STAFF RECOMMENDATION: No new local funds are required.

**Public Utilities - Waterline**

Please supplement by consent and appropriate the following:

082-1800-5898	Water (Wholesale)	\$22,443.57
082-1800-5101	Electric Services	\$1,086.10
082-1800-5203	Telecommunications	\$110.05

**TOTAL: \$23,639.72**

RE: Reimbursement from the Town of Appomattox for February, 2021 & March, 2021 waterline expenses.

STAFF RECOMMENDATION: No new local funds are required.

**Department of Social Services**

Please supplement by consent and appropriate the following:

5301-2002	VRS	\$11,502.33
5301-2006	Group Life	\$843.84
5301-2002	ICMA-RC	\$1,289.30

**TOTAL: \$13,635.47**

RE: Reimbursement from DSS for March, 2021 payroll deductions.

STAFF RECOMMENDATION: No new local funds are required.

Motion made by Mr. Hinkle, seconded by Mr. Hogan to approve the Consent Agenda, as presented. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

## **REPORTS AND INFORMATIONAL ITEMS**

Prince Edward County – 2232 Review/Special Use Permits  
Delinquent Tax Status Report – Sands Anderson  
VACo Region 4 & 10 Virtual Meeting  
Virginia Association of Counties  
School – February & March, 2021 Financial Reports  
Robert E. Lee Soil & Water Conservation District  
Invitation from the Piedmont Area Veterans Council

## **SUPERVISOR CONCERNS**

Mr. Carter expressed his concern about all the litter on the roads in the County.

## **CLOSED SESSION**

Mr. Lacheney, County Attorney read the following Resolution authorizing a Closed Meeting:

WHEREAS, the Board of Supervisors of Appomattox County desires to discuss in Closed Meeting the following matter(s):

- Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel concerning specific Constitutional Officers.

WHEREAS, pursuant to: §2.2-3711 (A)(8) of the Code of Virginia, such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Appomattox County does hereby authorize discussion of the aforesated matters in Closed Meeting.

Motion made by Mr. Abbitt, seconded by Mr. Hinkle and carried with all other members present and voting yes to enter into closed session at 7:45 p.m.

Mrs. Wanda McCormick read the following closed session certification at 8:15 p.m.:  
To the best of your knowledge, were the only matters discussed in the closed meeting public business matters lawfully exempted from open meeting requirements, and that only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting. Mrs. McCormick called for a roll call vote: Mr. Hipps, yes; Mr. Abbitt, yes; Mr. Hogan, yes; Mr. Carter, yes; Mr. Hinkle, yes.

Motion made by Mr. Abbitt, seconded by Mr. Hinkle to approve the payment of \$44,708.20 to Piney Ridge Construction for renovations completed at the Sheriff's Office. Chairman Carter called for a roll call vote: Mr. Abbitt-yes; Mr. Hinkle-yes; Mr. Hipps-yes; Mr. Hogan-yes; Mr. Carter-yes.

**UPCOMING MEETINGS**

Monday, May 17, 2021 @ 6:30 p.m.

Regular Scheduled Meeting

Board of Supervisors Meeting Room

171 Price Lane, Appomattox, Virginia

**ADJOURNMENT**

Motion made by Mr. Abbitt, seconded by Mr. Carter and carried with all other members present and voting yes to adjourn the meeting at 8:16 p.m.

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Samuel E. Carter, Chairman